

IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO.03-287

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

90 HORSE POWER CLASS BACKHOE LOADER (WATER)

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, November 12, 2003** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

BIDDING SCHEDULE
Specification 03-287
90 HORSE POWER CLASS BACKHOE LOADER
Open Noon 11/12/03

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	90 Horse Power Class Backhoe Loader With 5 Year 5000 Hour Full Machine Maintenance Agreement Mfg. _____ Model # _____	One (1)	\$ _____	\$ _____
2.	5 Year 5000 Hour Full Maintenance Lease With Buy Out Option In Lieu of Outright Purchase as Indicated in Item # 1.	Annual Cost W/Trade Annual Cost W/Trade		\$ _____ \$ _____
	Note: All Specifications and Performance Requirements Described For Outright Purchase Shall Apply To Lease.	Buy Out Cost		\$ _____
3.	Trade-in Allowance as Described in Section #5 of the Specifications.	(Optional)		\$ _____
4.	New Machine Delivery Time ARO _____ Days			
5.	The purchase of additional units by The City of Lincoln under this contract award shall be held firm through ____/____/____.			

Clarification:

- A.** Items # 1,2 and 4 must be completed for bid to be considered responsive as bids will be evaluated based on both Purchase and Lease costs provided (Trade Allowance Optional).
- B.** Lease payment schedule to be calculated on a annual pre-payment basis.
- C.** If trade-in allowance is accepted it shall be applied as a down payment.
- D.** At the end of the lease term the City of Lincoln reserves the right to:
Return the unit as described in the Lease Agreement
(OR)
Purchase the unit for the amount indicated as Buy Out Cost on this bid proposal.
- E.** Exceptions to any part of this bid document shall be clearly noted by Item # on your company letterhead and signed by appropriate authority.
- F.** Lease must include a non-funding clause.
- G.** Purchase option may be executed at any time throughout the lease period with purchase price calculations based on Lease Payment Schedule.

BID SECURITY REQUIRED: _____ YES
 X NO

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: **SEALED BID FOR SPEC. 03-287**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE No.

FAX No.

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

EQUIPMENT AND PERFORMANCE SPECIFICATIONS 90 HORSE POWER CLASS BACKHOE LOADER (WATER)

1. APPLICATION

- 1.1 This Backhoe Loader will be utilized by the City of Lincoln in a variety of applications:
 - 1.1.1 Load and carry in maintenance projects.
 - 1.1.2 Digging access to underground utilities.
 - 1.1.3 Truck loading with both loader and backhoe.
 - 1.1.4 Setting and removal of hydrants, valves, piping and trench boxes where good craning ability and machine stability is essential.
 - 1.1.5 Operation of stick mounted breakers and compactors.
- 1.2 All operations must be capable of being safely accomplished from a sitting position with a clear unobstructed view of critical areas.

2. MODEL

- 2.1 The equipment furnished under these specification shall be new, current year manufacture, that is the latest design and production, completely serviced, ready for operation, and including all standard equipment.
 - 2.1.1 Must be Federal Emissions Compliant
- 2.2 Backhoe Loader is to be of the 90 Horse Power class with the following models listed as examples, intended solely to indicate the size, type and class of equipment desired.
 - 2.2.1 Caterpillar 430D John Deere 410G
- 2.3 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacture.
- 2.4 Do not assume your standard equipment meets all detailed specifications merely because it is listed.

3. BID AWARD CRITERIA

- 3.1 Conformance to the Equipment Specifications concerning the size, type and class of Backhoe Loader offered, and the ability to provide specific equipment as indicated in the technical specifications.
- 3.2 The Backhoe Loaders ability to satisfactorily perform in its intended application, as determined through the Field Test.
- 3.3 Bidders ability to provide the desired product support as indicated in the Maintenance Agreement.
- 3.4 Previous experience with both the bidder and product being offered.
- 3.5 Best overall value based on all costs provided in the bid proposal.
- 3.6 Delivery schedule

4. FIELD TESTING

- 4.1 All responding bidders shall make available to The City of Lincoln a Backhoe Loader of the same model bid with similar equipment for evaluation of both machine performance and compatibility with the intended application.
- 4.2 A minimum of three (3) working days shall be required to effectively perform the desired evaluation.
- 4.3 Responding bidders shall make available a manufacturer or dealer representative to instruct City of Lincoln employees on the proper safety, operation and maintenance checks, prior to evaluation period.
- 4.4 The City of Lincoln shall return the Backhoe Loader clean, and with the same amount of fuel, and in the same condition as when received.
- 4.5 The City of Lincoln will not be responsible for any rental or transportation costs associated with this evaluation process.

5. TRADE-ALLOWANCE

5.1 Terms and Conditions

- 5.1.1 Trade-ins are offered on as-is, where-is basis: and no warranties whether expressed or implied are intended regarding the condition of the equipment or fitness of the equipment for specific applications.
- 5.1.2 In the event the City accepts bidders trade-in allowance, the bidder is responsible for all transportation of the equipment away from the City premises.
- 5.1.3 Bids conditioned upon the acceptance by the City of any or all trade-in allowances will not be considered.
- 5.1.4 The City reserves the right to include trade-in allowance in the evaluation of bids, or not to give any consideration to trade-in allowances.

5.2 Equipment List

- 5.2.1 City of Lincoln Equipment # 50038-1994 Caterpillar 426B S/N 5YJ01827

5.3 Equipment Inspection

- 5.3.1 Bidders shall contact Jim Chiles, Phone Number 402/441/4941 to arrange inspection of equipment offered as trade.
- 5.3.2 Maintenance history records are available upon request.

6. SIZE

- 6.1 Equipped per the following specification, SAE minium operating weight , 17,500 lbs. and maximum digging depth 2' flat bottom of 19' 6".

7. TYPE

- 7.1 Industrial Wheeled Backhoe Loader with Integral Main Frame.

8. ENGINE AND RELATED EQUIPMENT

- 8.1 Four cylinder, minimum 235 cid., turbocharged, diesel.
- 8.2 Net horsepower at rated RPM 92 minimum.
- 8.3 Dry type dual element air cleaner with ejector type precleaner.
- 8.4 Fuel priming pump.
- 8.5 Fuel filter with fuel/water separator.
- 8.6 Electric fuel shut off.
- 8.7 Thermal cold weather starting aid.
- 8.8 Safety fan guard.
- 8.9 Engine coolant to be manufactures recommended extended service to -35 F.
- 8.10 Heavy-duty cooling system with surge tank.
- 8.11 Engine coolant heater, 1,000 W, 110 volt.
- 8.12 Engine side enclosures.
- 8.13 Muffler with bent elbow or rain cap. (cab height vertical stack)

9. ELECTRICAL AND LIGHTING SYSTEMS

- 9.1 12 Volt electric start.
- 9.2 Dual low maintenance, heavy-duty batteries, minimum 700 CCA capacity each.
- 9.3 Minimum, 65 AMP alternator.
- 9.4 Electric master disconnect switch.
- 9.5 Individual circuit protection.
- 9.6 One 12 Volt outlet for business radio.
- 9.7 AM-FM Radio with weather band.
- 9.8 Four (4) front halogen driving/work lights.
- 9.9 Four (4) rear halogen work lights and One (1) left and right side halogen work light.
- 9.10 Two (2) rear stop lights.
- 9.11 Two (2) front and rear turn signals.
- 9.12 Cab prewired for roof mounted strobe light to include factory switch.
 - 9.12.1 City will furnish a strobe light for installation by the vendor.

- 9.13 Electric horn.(SAE J1446)
- 9.14 Reverse warning alarm. (SAE J994)
- 9.15 Cab interior light.
- 9.16 Instrument panel or gauge lights.
- 10. TRANSMISSION
 - 10.1 Full power shift transmission with torque convertor, no clutching required for gear or directional changes.
 - 10.2 20 MPH approximate road speed.
 - 10.3 Left hand operated electric forward-neutral-reverse and shift control lever.
 - 10.4 Minimum 4F-2R speeds.
 - 10.5 Transmission neutralizer on loader control lever.
- 11. REAR AXLE
 - 11.1 Operator controlled or limited slip differential.
 - 11.2 Planetary final drive to each wheel.
- 12. FRONT AXLE
 - 12.1 Mechanical front wheel drive with planetary final drive to each wheel.
 - 12.2 Electric on/off control.
 - 12.3 Drive shaft guard.
 - 12.4 Front axle oscillation.
- 13. STEERING
 - 13.1 Full power front wheel steering.
 - 13.2 Backhoe Loader clearance turning circle without brakes applied 35 feet maximum.
- 14. BRAKES
 - 14.1 Fully enclosed hydraulic wet disc.
 - 14.2 Self-adjusting and equalizing.
 - 14.3 Foot operated independent brakes with interlock system.
 - 14.5 Parking brake to be independent of service brake, designed to hold the weight of the machine on a slope.
- 15. TIRES
 - 15.1 21L-24 10 Ply R4 rear tires (or equal design)
 - 15.2 12.5/80-18 10 Ply traction front tires (or equal design)
 - 15.3 One spare front and rear wheel and tire, same brand and model shall be supplied.
 - 15.4 Hydro-inflation is not desired or acceptable.
- 16. LOADER-BUCKET AND CONTROLS
 - 16.1 General purpose bucket, SAE heaped capacity 1.30 cubic yards minimum.
 - 16.2 Self-leveling single lever control with float position.
 - 16.3 Return to dig feature.
 - 16.4 Bucket level indicator.
 - 16.5 Loader boom service lock.
 - 16.6 Bolt-on reversible cutting edge.
 - 16.8 Ride control system to be furnished.
- 17. LOADER PERFORMANCE AND DIMENSIONS

(Based on Backhoe Loader as specified unless otherwise indicated)

 - 17.1 Please indicate the performance and dimensions of the Backhoe Loader being offered.
 - 17.1.1 Bucket capacity SAE heaped with bolt on cutting edge = _____cubic yard
 - 17.1.2 Breakout force SAE, J732C = _____lb.
 - 17.1.3 Lift capacity, full height = _____lb.

- 17.1.4 Height to bucket hinge pin = _____ ft. _____ in..
- 17.1.5 Reach, 45 degree discharge, full height = _____ in.
- 17.1.6 Dump clearance, 45 degree discharge, full height = _____ ft. _____ in.
- 17.1.7 Operating weight = _____ lb.

18. BACKHOE-BUCKET AND CONTROLS

- 18.1 One (1) heavy-duty 24 inch bucket with bucket pins.
- 18.2 One (1) heavy-duty 18 inch bucket.
- 18.3 Bucket equipped with weld on teeth with pin on tips and lift loops.
- 18.4 Pilot operated "Joy Stick" type controls with pattern selector.
- 18.5 Center pivot design with extendable dipperstick extension.
- 18.6 In cab controlled transport lock.
- 18.7 Dual rear stabilizers with reversible dirt and street pads.
- 18.8 Stabilizer cylinder guards.
- 18.9 Auxiliary backhoe control valve and selective or automatic flow control - one way plumbed to end of dipstick for operation of compactors and breakers.
 - 18.9.1 Low pressure return to be provided if available from manufacturer
- 18.10 Maximum front counter weight as recommended by the manufacture for Backhoe Loader as specified.
 - 18.10.1 Please state amount of counter weight to be provided _____ lbs.

19. BACKHOE PERFORMANCE AND DIMENSIONS

(Based on extension retracted and Backhoe Loader as specified unless otherwise indicated with 24" bucket)

- 19.1 Please indicate the performance and dimensions of the Backhoe Loader being offered.
 - 19.1.1 Digging depth 2' flat bottom SAE= _____ ft _____ in.
 - 19.1.2 Digging depth 2' flat bottom SAE stick fully extended= _____ ft. _____ in.
 - 19.1.3 Reach from center of swing mast= _____ ft. _____ in.
 - 19.1.4 Reach from center of swing mast stick fully extended= _____ ft. _____ in.
 - 19.1.5 Swing arc= _____ degrees.
 - 19.1.6 Dipper lift capacity according to SAE J31 @ 12'= _____ lbs.
 - 19.1.7 Digging force bucket cylinder= _____ lbs.
 - 19.1.8 Digging force crowd cylinder= _____ lbs.
 - 19.1.9 Loading height (truck loading position)= _____ ft. _____ in.
 - 19.1.10 Transport height= _____ ft _____ in.
 - 19.1.11 Transport length= _____ ft _____ in.

20. CAB AND RELATED EQUIPMENT

- 20.1 Cab shall be fully enclosed, steel construction with the following features and equipment:
 - 20.1.1 SAE J396 ROPS certified.
 - 20.1.2 Isolation mounted, with deluxe insulation and sound suppression.
 - 20.1.2.1 Please state interior sound level per ISO 6394 _____ dB(A).
 - 20.1.3 Tilt steering column.
 - 20.1.4 Heavy-duty rubber floor mat.
 - 20.1.5 Tinted safety glass, with all operable windows available.
 - 20.1.6 Interior rear view mirror(s).
 - 20.1.7 Hand rails and access steps.
 - 20.1.8 Front windshield washer and wiper.
 - 20.1.9 Rear window washer and wiper.
 - 20.1.10 Deluxe posture contour fabric air suspension seat with armrests.
 - 20.1.11 3 inch, retractable seatbelt.
 - 20.1.12 Highest output air conditioner available from manufacture.
 - 20.1.13 Highest output heater available from manufacture, to include all ducting and fans for optimum window and windshield defrosting.

20.1.14 Key locking door latches.

20.1.15 All sun visors and anti-glare devices available to be provided.

21. INSTRUMENTATION

21.1 Highest level gauge, and monitor system available from manufacture, to include but not limited to the following:

21.1.1 Engine coolant temperature.

21.1.2 Engine oil pressure.

21.1.3 Transmission fluid temperature.

21.1.4 Parking brake engagement.

21.1.5 Brake pressure.

21.1.6 Hydraulic filter restriction indicator.

21.1.7 Fuel level.

21.1.8 Charging system.

21.1.9 Electric hour meter.

21.1.10 Air filter restriction indicator.

21.2 Audible and visual warning for systems which demand immediate shut down.

22. MISCELLANEOUS EQUIPMENT

22.1 Rear fenders.

22.2 Tool box.

22.3 Slow Moving Emblem.

22.4 Complete vandal protection system with locks to be keyed the same.

22.5 Manufacture standard paint.

22.6 One (1) service manual

22.7 One (1) parts manual

22.8 Two (2) operator manuals

23. DELIVERY REQUIREMENTS

23.1 The successful bidder shall be responsible for delivery of the Backhoe Loader complete and ready for operation, to the Fleet Services Garage, 901 North 6th Street, Lincoln Nebraska, Monday through Friday 8:00 a.m. to 3:00 p.m.

23.2 The successful bidder shall provide a minimum of 2 hours of on-site operation and maintenance training, at the time of delivery.

FULL MACHINE MAINTENANCE AGREEMENT

1. SCOPE

- 1.1 This agreement applies to all 90 Horse Power Class Backhoe Loaders purchased under City of Lincoln Specification # _____
- 1.2 This maintenance agreement term shall be as follows from the date of machine acceptance by the City of Lincoln:
 - 1.2.1 The first 5000 operating hours as recorded by the engine hour meter.
(or)
 - 1.2.2 Five years from the date of acceptance, whichever occurs first.
 - 1.2.3 This agreement further defines below the obligation of the seller and the City.

2. GENERAL TERMS AND CONDITIONS

- 2.1 The City of Lincoln reserves the right at any time during the term of this agreement to sell, lease, loan or trade or otherwise dispose of the Backhoe Loader at its discretion.
 - 2.1.1 Such action by The City of Lincoln shall make this agreement immediately null and void.
- 2.2 To every extent possible, service and/or repairs will be performed at the machine location within the City of Lincoln.
 - 2.2.1 In the event the seller determines the machine must be taken to an authorized repair facility to accomplish the service and/or repairs, all transportation cost shall be the responsibility of the seller.
- 2.3 The City of Lincoln will maintain current and accurate fuel, add oil(s) and operating hour records not to exceed a (5) day lag.
 - 2.3.1 Seller reserves the right to examine the City's records at any time upon reasonable notice.
 - 2.3.2 Failure by the City of Lincoln to comply with the provision will render this agreement null and void.
- 2.4 Seller may inspect the Backhoe Loader at any time upon reasonable notice.
 - 2.4.1 Seller may make recommendations for operating and maintenance procedures any time during the term of this agreement.
 - 2.4.2 The City of Lincoln, to the best of its ability, will comply with such recommendations within a reasonable time frame, not to exceed thirty (30) days.
- 2.5 Should the Backhoe Loader be out of service for three (3) normal working days due to failure of seller to complete service and/or repairs, the seller shall provide to The City of Lincoln at the sellers expense a loaner Backhoe Loader of equal size and design, until such time as the Backhoe Loader is placed back in service.
 - 2.5.1 Failure of the seller to provide such loaner Backhoe Loader after such three (3) day period will subject the seller to liquidated damages in the amount of \$500.00 per day.
- 2.6 Service and/or repairs due to acts of nature, fire, theft, vandalism, accident or neglect or abuse directly caused by The City of Lincoln will not be considered the responsibility of the seller.
- 2.7 At any time during the term of this agreement the City of Lincoln reserves the right to return the Performance Bond rendering this agreement null and void.
- 2.8 Complete details of The Full Machine Maintenance Agreement must accompany your bid proposal, to include but not limited to the following:
 - 2.8.1 Per incident deductibles.
 - 2.8.2 Limits of liability.
 - 2.8.3 Exclusions.
 - 2.8.4 Transferability.

3. DETAILED SERVICE AND REPAIR REQUIREMENTS

- 3.1 The following service and/or repair related expenses will be the responsibility of the seller, through this Full Machine Maintenance Agreement.

- 3.1.1 All Preventive Maintenance, Service, Repairs and Adjustments required to keep the Backhoe Loader in satisfactory operating condition, bases on accepted industry standards, through the term of this agreement, and be performed in accordance with the manufacturers recommended intervals, as published.
 - 3.1.1.1 This shall include all parts, labor, fluids, lubricants, and expendables, unless otherwise stated in Section 3.2 of this document.
- 3.1.2 All labor shall be performed by individuals Factory Certified to perform service and/or repairs on the equipment covered under this agreement, and be full time employees of the seller.
- 3.1.3 All parts utilized in the service and/or repairs on equipment covered under this agreement, shall be OEM new or rebuilt to meet OEM specifications, and carry the manufactures name.
- 3.1.4 All fluids and lubricants utilized in the service and/or repairs on equipment covered under this agreement, shall meet or exceed all manufactures recommendations.
- 3.1.5 During the full term of this agreement the seller shall perform manufacturers recommended oil sampling and analysis on all major components, and provide the City of Lincoln a copy of each completed analysis.
 - 3.1.5.1 The City of Lincoln reserves the right to make repair recommendations based on the results of the oil analysis program.
- 3.1.6 Seller shall provide full emergency after hours service on a twenty-four (24) hour, seven (7) day a week basis.
 - 3.1.6.1 Response time following notification by the City to the seller shall be a maximum of two (2) hours.
 - 3.1.6.2 Failure of the seller to provide an accessible contact, or failure to meet requirements as described in section 3.16.1 will subject the seller to liquidated damages in the amount of \$500.00 per incident.
 - 3.1.6.3 The City of Lincoln will be responsible for only the per hour difference between the sellers normal daily shop labor rate and the after hours labor rate, not to exceed eight hours without authorization by the City of Lincoln.
 - 3.1.6.3.1 The City of Lincoln will not be responsible for mobilization, mileage or any equipment transportation costs.
- 3.2 The following will be excluded from the sellers responsibility, unless normally covered under the manufactures standard warranty:
 - 3.2.1 All labor associated with manufacturers recommended operators service and inspection..
 - 3.2.2 All fuel, lubricants and top off fluids associated with operators service and inspection.
 - 3.2.3 All parts and labor associated with ground engaging equipment to include cutting edges, bits, shanks, teeth and blades.
 - 3.2.4 All parts and labor associated with working, driving, turn and exterior warning lights. (Less wiring and switches.)
 - 3.2.5 All parts and labor associated with tire repair and replacement.
 - 3.2.6 All parts and labor associated with cab glass.
 - 3.2.7 All parts and labor associated with cleaning and repainting.

4. MAINTENANCE CONTRACT

- 4.1 Within ten (10) working days after the award of bid, the seller must execute a written maintenance contract with The City of Lincoln, which will incorporate The City of Lincoln's specifications as set forth herein.
- 4.2 Failure to enter into a maintenance contract with The City of Lincoln within such time period will cause a forfeiture of the seller's bid security to The City of Lincoln as full liquidated damages.
- 4.3 Also within such time period, the successful bidder must furnish a performance bond in the sum \$10,000.00 executed by the seller and by a corporate surety company authorized to transact business in the State of Nebraska.
- 4.4 Such bond shall be conditional upon the faithful performance of all terms and conditions of the Full Machine Maintenance Agreement, including the holding harmless of The City of Lincoln from failure to do so, and including the making good of any and all guarantees which the contract documents may require for the duration of the contract period.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Executive or No. _____
dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

(Address)

ATTEST:

Secretary (SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.